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CONSENT AGREEMENT  
BETWEEN  
DEVORAH SILBERSTEIN  
AND THE  
STATE OF OHIO COUNSELOR AND SOCIAL WORKER BOARD

COUNSELOR AND SOCIAL  
WORKER BOARD

This CONSENT AGREEMENT is entered into by and between DEVORAH SILBERSTEIN, hereinafter, "SILBERSTEIN", and the STATE OF OHIO COUNSELOR AND SOCIAL WORKER BOARD, hereinafter "BOARD", the state agency charged with enforcing Chapter 4757 of the Ohio Revised Code and all rules promulgated thereunder.

SILBERSTEIN hereby acknowledges that she has read and understands this CONSENT AGREEMENT and has voluntarily entered into it without threat or promise by the BOARD or any of its members, employees or agents.

SILBERSTEIN is fully aware of her rights, including her right to be advised by counsel and her right to a hearing pursuant to Chapter 119 of the Ohio Revised Code on the issues which are the subject of this CONSENT AGREEMENT.

This CONSENT AGREEMENT contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this CONSENT AGREEMENT.

This CONSENT AGREEMENT is entered into on the basis of the following stipulations, admissions and understandings:

1. SILBERSTEIN was an independent social worker licensed to practice social work in the state of Ohio, and was subject to the laws and rules of Ohio regulating the practice of social work as outlined in Ohio Revised Code Chapter 4757. SILBERSTEIN received her social work license on March 17, 1995.

2. On March 17, 1999, **SILBERSTEIN** allowed her independent social work license to lapse. **SILBERSTEIN** continued to practice on her lapsed license until December 2001.
3. On March 8, 2002, the **BOARD** received an application from **SILBERSTEIN** to be licensed as an independent social worker. On May 15, 2002, **SILBERSTEIN** met with the members of the Social Worker Professional Standards Committee with regard to her practicing on a lapsed license.
4. **SILBERSTEIN** admits the statements referenced in paragraphs 1 through 3 referenced above.

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any further formal disciplinary proceedings, **SILBERSTEIN** knowingly and voluntarily agrees with the **BOARD** to the following terms and conditions:

1. The **BOARD** will license **SILBERSTEIN** as an Independent Social Worker at its July 2002 Board Meeting.
2. By July 19, 2004, **SILBERSTEIN** must present proof of ninety (90) hours of continuing education. **SILBERSTEIN** will be allowed to present proof of the thirty (30) hours of continuing education hours she said she had accumulated from 1997 through 1999. If **SILBERSTEIN** cannot present proof of any portion of these thirty hours, she must make these hours up so that her final total is ninety hours. Of these ninety hours, no more than 20 (twenty) can be taken by distance learning. All hours must have been pre-approved by the Ohio Counselor and Social Worker Board.

3. **SILBERSTEIN** agrees to have her continuing education hours audited for the four (4) renewal cycles, beginning in July 2006 through July 2014.

It is hereby agreed by and between both parties that this **CONSENT AGREEMENT** hereby settles all issues concerning this matter.

By her signature on this **CONSENT AGREEMENT**, **SILBERSTEIN** acknowledges that in the event the **BOARD**, in its discretion, does not approve this **CONSENT AGREEMENT**, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. **SILBERSTEIN** agrees that should the **BOARD** reject this **CONSENT AGREEMENT** and if this case proceeds to hearing, she will assert no claim that the **BOARD** was prejudiced by its review and discussion of this **CONSENT AGREEMENT** or of any information relating thereto.

Should **SILBERSTEIN** fail to comply with any provisions of this **CONSENT AGREEMENT**, **SILBERSTEIN** knowingly waives her rights under ORC Chapter 119. Following notice and an evidentiary hearing, not an Ohio Revised Code Chapter 119 hearing, if **SILBERSTEIN** is found by the **BOARD** to have violated any terms of this Consent Agreement, the **BOARD** may impose any penalty up to and including **REVOCATION** of **SILBERSTEIN'S** independent social worker license based solely upon a violation of this Consent Agreement. **SILBERSTEIN** may not appeal this action.

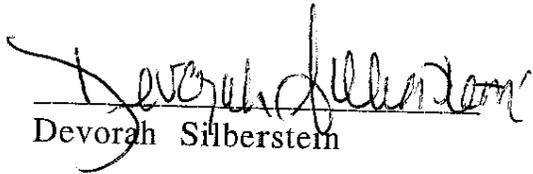
**SILBERSTEIN** hereby releases the members of the **BOARD**, its officers and employees, jointly and severally, from any and all liability arising from the matter within.

This **CONSENT AGREEMENT** shall be considered a public record as that term is used in Section 149.43 of the Ohio Revised Code. Pursuant to 42 USC Section 132a-73(b), 5 USC Section 552a, 45 CFR part 61 and Ohio Revised Code Section 2301.373(E), the **BOARD** may be required to provide **SILBERSTEIN'S** social security number to requesting governmental agencies.

The **BOARD** shall incorporate this CONSENT AGREEMENT into a formal journal entry at its July 18, 2002, meeting.

This CONSENT AGREEMENT shall take effect upon the date of the last signature below:

THE OHIO COUNSELOR AND  
SOCIAL WORKER BOARD

  
Devorah Silberstein

  
Jane Daroff, LISW  
Chair, Counselor and Social Worker Board

6-6-02  
Date

\_\_\_\_\_  
Counsel for Ms. Silberstein

\_\_\_\_\_  
Date

7-19-02  
Date

  
Barbara Petrella, Esq.  
Assistant Attorney General  
Counselor and Social Worker Board

7-19-02  
Date